

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THOSE CHARACTERS FROM
CLEVELAND, LLC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A
HERETO,

Defendants.

Case No. 21-cv-03087

Judge John J. Tharp, Jr.

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff THOSE CHARACTERS FROM CLEVELAND, LLC. (“CARE BEARS”) against the defendants identified on Schedule A, and CARE BEARS having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; CARE BEARS having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that CARE BEARS has provided a basis to conclude that Defaulting Defendants have sold products using infringing and counterfeit versions of CARE BEARS's federally registered trademarks and copyrights (the "CARE BEARS Trademarks and Copyrights").

Lists of the CARE BEARS Trademarks and Copyrights are included in the below charts.

Registration Number	Registered Trademark	International Classes
4,7875,19	Care♥Bears	3
5,8749,43	CARE BEARS	5
3,336,078	CARE BEARS	9
4,602,800	CARE BEARS	9
1,270,509	CARE BEARS	4, 16, 21
1,773,296	CARE BEARS	16, 24, 25
3,767,824	CARE BEARS	18
1,294,343	CARE BEARS	21, 24, 25, 28
1,780,477	CARE BEARS	30

Registration Number	Registered Copyright
VA 1-824-810	Care Bears 2010 Style Guide
VA 1-982-408	Care Bears 2015 Core Style Guide

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 501), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that CARE BEARS's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the CARE BEARS Trademarks and Copyrights or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine CARE BEARS product or not authorized by CARE BEARS to be sold in connection with the CARE BEARS Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine CARE BEARS product or any other product produced by CARE BEARS, that is not CARE BEARS' or not produced under the authorization, control, or supervision of CARE BEARS and approved by CARE BEARS for sale under the CARE BEARS Trademarks and Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of CARE BEARS, or are sponsored by, approved by, or otherwise connected with CARE BEARS; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or

inventory not manufactured by or for CARE BEARS, nor authorized by CARE BEARS to be sold or offered for sale, and which bear any of CARE BEARS' trademarks or copyrights, including the CARE BEARS Trademarks and Copyrights, or any reproductions, counterfeit copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning any online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the CARE BEARS Trademarks and Copyrights; and

- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the CARE BEARS Trademarks and Copyrights or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine CARE BEARS product or not authorized by CARE BEARS to be sold in connection with the CARE BEARS Trademarks and Copyrights.

3. Upon CARE BEARS' request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with


Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the CARE BEARS Trademarks and Copyrights.

4. Pursuant to 15 U.S.C. § 1117(c)(2), CARE BEARS is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000.00) for willful use of counterfeit CARE BEARS Trademarks. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants’ assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to CARE BEARS as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to CARE BEARS the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until CARE BEARS has recovered full payment of monies owed to it by any Defaulting Defendant, CARE BEARS shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that CARE BEARS identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, CARE BEARS may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.
9. The one hundred ninety-nine thousand dollar (\$199,000.00) surety bond posted by CARE BEARS is hereby released to CARE BEARS or its counsel, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to CARE BEARS or its counsel.

This is a Default Judgment.

Dated: September 8, 2021

A handwritten signature in black ink, reading "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Schedule A

No.	Defendant
1	Dehua Yiqu Crafts Co., Ltd.
2	Kunshan Pinglory Gifts Co., Ltd.
3	Shenzhen Fibercheng Electronics Co., Ltd.
4	Shenzhen L&Y Technology Co., Ltd.
5	Xiamen SYS Ribbons & Bows Co., Ltd.
6	Yiwu Femtindo E-Commerce Co., Ltd.
7	Zhejiang Huihao Daily Products Co., Ltd.
8	babesupply20
9	bigbigworld23
10	dollforu
12	hrne2083
13	kapaa.o
14	kenhua-72
15	loadluck
16	pzd-45
17	qiy2018
18	saptguntarawa0
19	surysaptoguntor0
20	twenty-4-hours
22	xsc8865
24	yenpurwant-0
28	Alfalfa Plant
30	AWIDJS
31	bayannaoershixinfaxianmeifadian
32	Beautiful Stickers
33	Belle Ma
34	Beosh
35	BingHoCa
36	Booghe Shop
37	Boyang Down
38	BuGRo
39	BVFSDF
41	CETRGR
42	ChanFi
43	chen shuxiaDFGH
45	Chen YangWu
46	chengduqianbozhaomaoyidailiyouxiangongsi
47	ChengDuXinYiLiChengShangMaoYouXianGongSi
48	ChenZhibin200621
49	CHIJET
51	ChongYangXianLianWeiBaiHuoDian

52	Cuizongtan
53	datura flower
54	dfsfsdf(8-14 days delivery)
56	Djioho
57	dousty
58	Faceyour
59	Fall for you
60	FangShiLiu
61	FansHood
62	fdbfgs
63	fddbhfdbh
64	FEI SA
66	ggrui
67	GOOTAO
68	GULMCKA04
69	HaiYanXinHeMaoYiYouXianGongSi
70	Han Su
71	hangzhouxinyijiaochaoshiliansuoyouxiangongsi
72	hbbbbbbbbbbgbvb
73	HCQPPL
74	Hello Key
76	HGUYGU
77	hibeilinquhuangyongriyongpinshangxing
78	hong te hao
79	Hsiao Yao Department Store
80	Huai Hua Shi Chong Guang Shang Mao Co., Ltd
81	huangjiefeng
82	Hui peng rong
83	hwf
84	Hxp
85	Hydfnvb Juaseg
86	Jessica LUV
87	JIANGUOCHUANG
88	JiaoXue Tian
90	Jin Wo Wang Luo
91	JIUNZ
92	JODELI
93	Karis Kita
94	Kevin Lane
95	Kilily
96	KQBAG
97	kunmingshasuwangluokejiyouxiangongsi
99	LCHGS
100	lfeonnern
101	LiHongLiLL

102	Liney Rong
103	LINGMAOSEEE
104	linyishilanss
106	Lizhime
107	Loko vivi
108	Lucky Sky
111	Mai Zhonglin clothing
112	MANSAItt
114	MariaSLynn
115	MIAOMIAOLL
116	MichaelTGarcia
117	Moplioe
118	Motor City
119	MPQNFZD
120	NANNINLK
121	NANSEE
123	NIANAI2
124	NINGBOXD
125	NingQiu
126	OHTEIA
127	OO SANA NUNDCV
128	Outdoor Auto Frames
129	PAPHGHHUUC
130	PIECHOUMM
131	PIPAGO
132	polong lai
133	putianshixiangzuomaoyiyouxiangongsi
135	QIJUJIU(8-14days delivery)
137	rabbitns
138	reateaus989
139	SDJKFBSDKF
140	Seanery fly
141	Sen Flox
142	senheyiliaoxie
143	ShanDongShengTingLiKaiWangLuoGongZuoShi
144	Shani Gro
145	<i>TERMINATED</i>
146	skrr
147	Smalluniron
148	SongSi Shop
149	Sonickingmall
150	SPORTSVAULT
151	StarskyCase
153	SunJianNanL
154	T&T.LLC

155	TAIJICC(8-14 days delivery)
156	Teegogo
157	TianQiaoQuLiJingShiPinDian
159	trust-self
160	TWENTYYY
161	UyhArts
163	Vickey
164	Vio2342eler
165	w jin wang
166	WEI JYE CHU
167	WeiMa Product
168	Weimin Trading
169	WELTING
171	Xiamen Xingzhirui Technology Co., Ltd.
172	xiamenchuangxiang
173	XiangChengShiShuiZhaiHuaDongDianLiaoXiaoShouBu
174	XUXFEI
175	XuZhouHongMingMuYeYouXianGongSi
176	yaoanlianxindiannaokejiyouxiangongsi
177	YASIBAIHUO
178	YBDlho
179	YellowSunflower
180	YIWNG
181	YUANZHIG
182	yue ji
183	yunchengkonggang
184	Zenladen
185	Zero Mon
186	Zhang WeiXinXiang
187	Zhcou Fandag
189	ziquing33
190	zcx449039637
191	ZLJUN
192	Zuant
193	ZWB2020WeiBiao
194	Besttradingco
195	Gg158666
196	mycutebaby007
197	Tradestores
198	TERMINATED
199	TERMINATED